

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE: Deanna C. Deanes

Debtor(s)

Lakeview Loan Servicing LLC

Movant

vs.

Deanna C. Deanes

Debtor(s)

Ronda J. Winnecour

Trustee

BK NO. 21-22238 JAD

Chapter 13

**LAKEVIEW LOAN SERVICING LLC'S NOTICE OF DEBTOR'S
REQUEST FOR FORBEARANCE DUE TO THE COVID-19 PANDEMIC**

Now comes Creditor Lakeview Loan Servicing LLC ("Creditor"), by and through undersigned counsel, and hereby submits Notice to the Court of the Debtor's request for mortgage payment forbearance based upon a material financial hardship caused by the COVID-19 pandemic.

The Debtor recently contacted Creditor requesting a forbearance period of 3 months and has elected to not tender mortgage payments to Creditor that would come due on the mortgage starting 07/01/2022 through 09/01/2022. Creditor holds a secured interest in real property commonly known as 613 Walnut Street Irwin, PA 15642 as evidenced by claim number 6 on the Court's claim register. Creditor, at this time, does not waive any rights to collect the payments that come due during the forbearance period. If the Debtor desires to modify the length of the forbearance period or make arrangements to care for the forbearance period arrears, Creditor asks that the Debtor or Counsel for the Debtor make those requests through undersigned counsel.

Per the request, Debtor will resume Mortgage payments beginning 10/01/2022, and will be required to cure the delinquency created by the forbearance period (hereinafter “forbearance arrears”). Creditor has retained undersigned counsel to seek an agreement with Debtor regarding the cure of the forbearance arrears and submit that agreement to the Court for approval. If Debtor fails to make arrangements to fully cure the forbearance arrears, Creditor reserves its rights to seek relief from the automatic stay upon expiration of the forbearance period.

Respectfully Submitted,

/s/Brian C. Nicholas Esquire
Brian C. Nicholas Esquire
Attorney for Creditor